

Region 19 and Mansfield Public Wireless Acceptable Use Administrative Regulation for Public, Staff, Student, Contracted Vendor, and Volunteer Use

Region 19 and Mansfield are providing this wireless connection to support educational needs. Access to this service is at the discretion of Region 19 and Mansfield and may be discontinued for any individual or all individuals at anytime and is not guaranteed.

Region 19 and Mansfield reserve the right to change this Acceptable Use policy. Revisions will be posted on the wireless access homepage and marked with an updated revision date to advise users. Students in the Region 19 and Mansfield schools and employees of Region 19 and Mansfield are responsible for adhering to their respective student and staff acceptable use and remote access policies as well. As with all Region 19 and Mansfield policies, any employee found to have violated this policy may be subject to disciplinary action, which in severe cases possibly may include termination of employment. As with all Region 19 and Mansfield policies, any student found to have violated this policy may be subject to disciplinary action, which in severe cases possibly may include suspension.

Wireless connections are not secure. Region 19 and Mansfield are not liable for providing encryption or any other security measures to protect the confidentiality of data on the wireless network. **Users are advised not to use the wireless network to transmit confidential information such as unencrypted passwords, credit card numbers, financial records, or personal, private, or otherwise sensitive information.**

The user accepts all risks for any damage to their computer equipment and / or software as a result of using the wireless network. Region 19 and Mansfield can not provide technical assistance for wireless users and is not responsible for any loss or theft of data. The user is responsible for any anti-virus, anti-spyware, or other security software. Region 19 and Mansfield are not responsible for any changes or interference to an individual's computer equipment as a result of use of the wireless network.

Region 19 and Mansfield are not liable for any misuse of the wireless connection. Wireless users are individually responsible for adhering to all Federal, state, and local laws, regulations, and copyright guidelines. Region 19 and Mansfield reserve the right to refuse wireless access to users who violate laws, regulations, this acceptable use policy, or to any users' whose activity intentionally or unintentionally disrupts the wireless network, or any other individual at Region 19 and Mansfield's discretion. The wireless connection must not be used to commit fraud, spam, invasion of others' privacy, violation intellectual property law, transmission of obscene or indecent speech or materials, transmission of defamatory or otherwise abusive language, hacking or distribution of Internet viruses, worms, Trojan horses, or other destructive or illegal activities. Region 19 and Mansfield reserve the right to terminate a user's wireless access at anytime.

Region 19 and Mansfield are not responsible for any content transmitted on the wireless network, whether that content is Internet based or otherwise. Users are advised to be selective in the information that they access online. Parents or guardians are responsible for monitoring the data accessed by their children using the wireless network outside of school.

Region 19 and Mansfield reserve the right to filter any Internet access on the wireless connection, but do not guarantee Internet filtering. Region 19 and Mansfield do not guarantee the availability, reliability, or accuracy of any online content and may at its own discretion choose to block any online content through Internet filtering or restrictions. Region 19 and Mansfield do not guarantee the throughput speed of this connection and users should accept varying speeds depending on location, weather, use patterns, time of day, or otherwise. Region 19 and Mansfield do not guarantee the availability of the wireless network nor universal access to the wireless network. At any time the right is reserved to remove access to the wireless network for any or all users at any or all locations.

Millions of wireless networks are in use throughout the United States. Region 19 and Mansfield are not aware of any scientific studies that have found wireless access to pose a health risk. However, users are advised to make their own health decisions and to discontinue wireless access if they feel it is a health risk.

Upon using the wireless connection, the user agrees to release, indemnify, and hold harmless, Region 19 and Mansfield, its officers and employees, and any affiliate or sponsor, from any damage that may result in the use of the wireless network.

Disclaimer

All users of the wireless network acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that Region 19 and Mansfield do not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the wireless connection is based on the limited warranty, disclaimer and limitation of liability specified in this Section. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL REGION 19 AND MANSFIELD, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SPONSORS AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT REGION 19 OR MANSFIELD MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$1. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Attorney's Fees

In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

Governing Law

This agreement shall be governed, interpreted and construed according to the laws of the State of Connecticut.

Venue

Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Region 19 and Mansfield.

Indemnity

Users of the wireless network agree to indemnify and hold harmless Region 19 and Mansfield, its suppliers and licensors, officers, directors, employees, agents, sponsors and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to my use of the Service, any materials downloaded or uploaded through the Service, any actions taken by me in connection with my use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Region 19 or Mansfield may assert under this Agreement or by law.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Region 19 and Mansfield's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Region 19 and Mansfield's right to comply with law enforcement requests or requirements relating to my use of this Service or information provided to or gathered by Region 19 and Mansfield with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the wireless connection user and Region 19 and Mansfield with respect to its subject matter and supersedes all prior writings or understanding.

Questions regarding this Acceptable Use document can be directed to the Region 19 and Mansfield Director of Information Technology at 429-3383.

Region 19 and Mansfield thank the many educational and government entities who made their acceptable use policies available to inform our development of this policy. In particular, Region 19 and Mansfield thank the Towns of Colchester and Manchester for their advice and certain model language.